

REMARKS

Applicant respectfully requests reconsideration of the present application in view of the foregoing amendments and in view of the reasons which follow.

With the Office Action mailed April 29, 2009, Claims 30-34, 36, 37 and 39-49 were pending. By means of the above amendments, Claims 30-33, 37, 39-42 and 44-49 are cancelled, Claims 34, 36 and 43 are amended, and Claims 50-66 are newly added. The amended claims as well the new claims find support in the specification and drawings as originally filed. New Claim 54, in particular, can find support in paragraph [0057].

With the foregoing amendments, claims 34, 36, 43 and 50-66 are pending in the application.

Rejection under 35 USC § 102 and/or under 35 USC § 103

Claims 30-34, 36-37 and 39-49 are rejected under 35 U.S.C. §102(b or e) as anticipated by or, in the alternative, under 35 U.S.C. §103(a) as obvious over Raj et al. (U.S. 6,523,691) or Karow (US 6,230,893) --- the Office Action identifies Raj et al as “5,275,291” which Applicant believes is an error of “6,523,691” which is correct. In view of these rejections, Applicant has amended Claims 34, 36 and 43, has canceled Claims 30-33, 37, 39-42 and 44-49, and submits that claims 34, 36 and 43, as amended, are now in condition for allowance.

Claim 34, as amended, recites in part:

... the outer package comprising first and second flaps each having a free end configured to extend into the outer package to engage at least one of the blisters, wherein the first flap is hingedly connected to the open end of the outer package along a first fold and extends toward the second flap, and the second flap is hingedly connected to the outer package along a second fold that is separate and spaced from the first fold, the second

flap extending toward the sealed end.

Applicant submits that although Raj et al discloses a plurality of engaging flaps 13, none of the flaps 13 is hingedly connected to the open end of the outer package 15 nor do they extend toward another one of the flaps 13. Furthermore, none of the flaps 13 in Raj et al is hingedly connected to the outer package 15 along a second fold that is separate and spaced from a first fold along which another one of the flaps 13 is connected to the outer package 15. It is respectfully submitted that cross bars 17 in Figure 9 of Raj et al have no free end; the cross bars 17 are not flaps in terms of Claim 34 since they have no free end. Karow discloses three flaps 4/8, 16 and 30 (e.g., Figure 3); however, none of these three flaps are designed to engage blisters to be received in the holes 110. It is respectfully submitted that the flap 4/8 in Karow is prevented from engaging the blisters by panels 118 and 120 (e.g., Figures 6-9.) It is also respectfully submitted that the flaps 16 and 30 of Karow's outer package are not hingedly connected to the outer package 50 along a fold nor do they extend toward the closed/sealed end of the outer package 50. Thus, each of Raj et al and Karow fails to anticipate Claim 34.

Regarding the rejection to Claim 34 under 35 USC 103(a), it is respectfully submitted that neither Raj et al nor Karow discloses first and second separate and spaced folds along which first and second flaps are hingedly connected to an outer package. Moreover, neither Raj et al nor Karow discloses a second flap that extends toward a closed/sealed end. Thus, no combination of Raj et al and Karow can reach the arrangement of Claim 34.

For at least the above reasons, Claim 34 is allowable.

Claim 36 depends (indirectly) from allowable Claim 34 and therefore it is also allowable. However, Claim 36 is also allowable on its own merit in that it defines that the at least one interference blister is hollow and holds no product. Neither Raj et al nor Karow discloses a hollow blister that holds no product.

Claim 43, as amended, recites in part:

... a locking flap hingedly connected to the outer package along a fold line disposed at a distance from each of the sealed and open ends of the outer package ...

Applicant submits that none of flaps 13 and cross bars 17 in Raj et al is connected to the outer package 15 along a fold line that is disposed at a distance from each of the sealed and open ends of the outer package 15. The same argument also applies to Karow. None of the three flaps 4/8, 16 and 30 of Karow's outer package 50 is connected to the outer package along a fold line that is disposed at a distance from each of the sealed and open ends of the outer package (e.g., Figure 3.) Thus, each of Raj et al and Karow fails to anticipate Claim 43.

As discussed above, neither Raj et al nor Karow discloses a flap connected to an outer package along a fold line that is disposed at a distance from each of the sealed and open ends of the outer package. Therefore, no combination of Raj et al and Karow can arrive at the arrangement that is now defined by Claim 43.

For at least the foregoing reasons, Claim 43 is allowable.

New Claims

New Claims 50 to 59 depend, either directly or indirectly, from allowable Claim 34 and thus they are also allowable.

New Claims 60-62 depend, either directly or indirectly, from allowable Claim 43 and thus they are also allowable.

New Claim 63 is allowable for the following reason:

New Claim 63 recites in part:

... a blister card having blisters that are entirely covered by one of the front and back panels when the blister card is fully inserted into the outer package ...

the locking mechanism comprising a locking flap connected to the outer package along a fold and at least one of the blisters configured to engage the locking flap,

wherein the locking flap is disposed between the front and back panels, and the fold of the locking flap is disposed at a position spaced from each of the open and sealed ends of the outer package.

Raj et al fails to disclose blisters that are entirely covered by a panel of the outer package 15. Karow fails to disclose a locking flap connected to the outer package and configured to engage a blister or blisters. It is respectfully submitted that panels 118 and 120 in Karow prevent the flap 4/8 from engaging the blisters under the panels 118 and 120 (e.g., Figures 6-9.) Therefore, each of Raj et al and Karow fails to anticipate Claim 63.

Neither Raj et al nor Karow disclose a fold of a locking flap that is disposed at a position spaced from each of the open and sealed ends of the outer package. Therefore, no combination of Raj et al and Karow can reach the invention of Claim 63.

Furthermore, one of ordinary skill in the art would not have modified Raj et al with Karow in order to have the blisters 3 entirely covered by one of the front and back panels of the outer package. Raj et al requires that the tabs 13 are rotated away from the surface of the blister card 2 to release the blisters 3 (see Figure 7.) Such “rotating-away” movement of the tabs 13 would be blocked if the blisters were entirely covered by a covering panel such as the panel 10 or 26 of the outer package 50 as taught by Karow. The cross bars 17 in Raj et al also need to be moved away from the blisters 3 to release the blisters 3; however, such movement of the cross bars 17 would also be blocked by a

covering panel. Thus, addition of a covering panel to Raj et al as taught by Karow would have rendered Raj et al unsatisfactory for an intended purpose thereof (MPEP §2143.01). Thus, one of ordinary skill in the art at the time the invention was made would not have modified Raj et al with Karow in order to arrive at the subject matter of Claim 63.

Furthermore, Karow teaches that once the extension 106 is disengaged from the opening 14, the blister card 100 can be pulled from the outer package 50 until the extension 106 is captured by the locking flap 4/8 (Column 2, Lines 33-45.) This suggests that the locking flap 4/8 does not interrupt movement of the blister card 100 until the locking tab 4/8 captures the extension 106. In fact, the blisters of the blister card 100 is covered by the side panels 118 and 120 which prevent the locking flap 4/8 from capturing or engaging the blisters. Thus, Karow teaches away from the invention of Claim 63 wherein at least one of the blisters of the blister card is configured to engage the locking flap. Thus, one of ordinary skill in the art at the time the invention was made would not have modified Raj et al with Karow in order to arrive at the subject matter of claim 63.

For at least the above reasons, Claim 63 is allowable.

Claims 64 to 66 depend, either directly or indirectly, from allowable Claim 63 and thus they are also allowable.

Conclusion

Applicant believes that the present application is in condition for allowance. Favorable reconsideration of the application as amended is respectfully requested.

If any fees are due in connection with the filing of this response, including any excess claim fees, please charge the fees to Deposit Account No. 132500.

Respectfully submitted,

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